

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
APPENDIX**

ORIGINAL

75-5012

United States Court of Appeals

For the Second Circuit.

B

P/S

In the Matter of
THE BOHACK CORPORATION,
Debtor

GENERAL WAREHOUSEMEN'S UNION, LOCAL NO. 852,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA, as agent,
Plaintiff-Appellee,

-v-

THE BOHACK CORPORATION,

Defendant-Appellant.

*On Appeal From The United States District Court
For The Eastern District Of New York*



Appellant's Appendix

SHAW & LEVINE
Attorneys for Appellant
770 Lexington Avenue
New York, N.Y. 10021

PAGINATION AS IN ORIGINAL COPY

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MISHLER J.

NAME OF BANKRUPT/DEBTOR				DIST. NO.	DIV. NO.	DOCKET NO.
				207	1	74-B-933
Last	First	Middle		CHAPTER OR SECTION		CHECK IF
THE BOHAXX CORPORATION				XI Sec. 322		<input checked="" type="checkbox"/> Voluntary
I.D. 11-0550780				DATE PETITION FILED		<input checked="" type="checkbox"/> Involuntary
				7/30/74		<input checked="" type="checkbox"/> Fee paid in whole or in part
				DATE CLOSED		<input checked="" type="checkbox"/> Corporation
				OCCUPATION		<input type="checkbox"/> Farmer
				DISCHARGE		<input type="checkbox"/> Employee
				Granted		<input type="checkbox"/> Professional
				Denied		<input checked="" type="checkbox"/> Other (Non-business)
				Waived		<input checked="" type="checkbox"/> Merchant
ADDRESS OF BANKRUPT/DEBTOR (Number and Street)				DATE DISCHARGED		<input type="checkbox"/> Manufacturer
48-25 Metropolitan Ave				PETITION DISMISSED?		<input type="checkbox"/> Other (Business)
				DATE DISMISSED		CHAPTER UNDER WHICH CASE WAS PENDING WHEN DISMISSED
				<input type="checkbox"/> YES		
CITY				NAME OF DISTRICT JUDGE		
QUEENS				NAME OF BANKRUPTCY JUDGE		
ZONE				C. ALBERT PARENTE		
COUNTY						
STATE						
N.Y.						

ATTORNEY FOR BANKRUPT/DEBTOR → NAMES AND ADDRESSES BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON (682-7700)
245 Park Ave, N.Y., N.Y. 10017 & J. STANLEY SHAW (838-7122)

ATTORNEY FOR PETITIONING CREDITORS →

RECEIVER →

ATTORNEY FOR RECEIVER →

TRUSTEE →

ATTORNEY FOR TRUSTEE →

CHANGES OF PRINCIPALS

DATE	PROCEEDINGS
7/30/74	Debtor's Petition, List of Creditors, Affidavit pursuant to Rule XI-2, Corporate Resolution filed and referred to : Bankruptcy Judge C. Albert Parente-7/30/74). (1)
7/30/74	Copies mailed to S.E.C. , S.T. & D.I.R. Original and copy sent to Judge C. Albert Parente.
11/14/74	Appeal to District Court from order of Parente, B.J., dated Sept. 30, 1974 denying motion for an order under B.R. 923 & FRCP 59 and B.R. 924 and FRCP granting applicant a new trial and Order dated Sept. 30, 1974 designating creditors committee and standby trustee, etc. filed. ASSIGNED TO: MISHLER, CH.J. (2)

(1/17/74

Appellant's Brief filed. (Robert P. Herzog, Esq. for appellants) (3)

(1/20/74

By Mishler, Ch.J.-Order filed stipulating that the hearing on appeal from decisions and order of Parente, B.J., dated Sept. 3, 1974 and Sept. 30, 1974 be adj. from 12/20/74 to Jan. 17, 1975 at 2:00 P.M. Appellees to serve and file briefs on or before 1/6/75 and appellant on or before 1/16/75. (4)

(1/17/75

Answer of Alfred I. Gold filed by Berger & Tischler, Attorneys for Alfred I. Gold. (5)

(1/17/75

Certified copy of order of Bankruptcy Judge C. Albert Parente filed directing that Plaintiff recover of defendant the sum of \$3,111.25 with lawful interest and Costs to be computed, etc. (THE BOHACK CORPORATION PLTFF. AND OMEGA ARTS LTD., DEFT.) *(entry made pursuant to instructions from Judge Parente)* (6)

(1/14/74

By Dooling, J.- Order to show cause filed returnable Jan. 17, 1975 at 2:00 P.M. why an order should not be made and entered dismissing the appellant's appeal from orders on the ground that such appeal was brought without authority from D-Con Ind. the appellant, & thus improperly instituted by the attorney for D-Con Inc., etc. (7)

(1/17/75

By Mishler, Ch. J. Order filed for issuance of subpoena and examination of Carolyn Andrews and D. LOI & SONS, INC., by its Vice President, Andrew Manca, before Hon. Jacob Mishler, Chief Judge of this Court, in Courtroom 5 of the U.S. Courthouse, 225 Cadman Plaza East, Brooklyn, New York, on January 17, 1975, at 2:00 o'clock in the afternoon to give testimony with respect to the assignment of the claim of D. Loi & Sons, Inc., etc. (8)

(1/15/75

Notice of Cross-Motion filed returnable Jan. 17, 1975 at 2:00 P.M. why an order should not be made denying the application of creditors committee, dated 1/10/75 etc. (9)

(1/15/75

By Mishler, Ch. J. - Order to show cause filed why a certain subpoena dated Jan. 14, 1975 served on applicant, Carolyn Andrews, should not be quashed, etc. and that service be made on or before Jan. 16, 1975, at 1:00 o'clock in the afternoon, etc. (10)

(1/17/75

Brief of Appellee, Creditors' Committee filed by Finkel, Nadler & Goldstein and Otterbourg, Steindler, Houston & Rosen, P.C. (11)

(1/17/75

Brief of Appellee, Creditors' Committee in Support of Motion to Dismiss Appeal of The D-Con Company, Inc. and in Opposition to Substitution of, or intervention by, Carolyn Andrews as Appellant filed by Finkel, Nadler & Goldstein, Attys., et al (12)

(1/17/75

Affidavit of Martin I. Shelton, member of the firm of Shea Gould Climenko Kramer & Casey, Attorneys for Manufacturers Hanover Trust Company and Security National Bank, in opposition to the "Cross-Motion" of Carolyn Andrews, etc. granting her leave to be substituted in place of the D-Con Company, Inc. (13)

MISHLER, J.

DOCKET NUMBER

DATE	PROCEEDINGS
1/17/75	Before Mishler, Ch. J. - Hearing on the appeal from the decisions & orders of Hon. C.A. Parente, U.S. Bankruptcy Judge, dated Sept. 3, 1974 & Sept. 30, 1974 be adjourned from Dec. 20, 1974 to Jan. 17, 1975. Case called. Hearing held & concluded. Decision reserved.
1/17/75	Before Mishler, Ch. J. - Hearing for the taking of testimony of Carolyn Andrews & D. Loi & Sons, Inc. by its V.P. Andrew Manea, etc. with reference to the assignment of claim of D. Loi & Sons, Inc. etc. Case called. Hearing held. Carolyn Andrews sworn to testify in the hearing examination by Mr. Duberstein. Hearing concluded. Decision reserved.
1/17/75	Before Mishler, Ch. J. - Bankruptcy hearing why an order should not be made dismissing Appellant's Appeal, etc. Case Called - Motion Argued - Decision reserved.
1/17/75	Before Mishler, Ch. J. - Notice of Cross-Motion why an order should not be made denying the application of the Creditors Committee of the Bohack Corp., dated Jan. 10, 1975, etc. Case Called - Motion argued to quash subpoena dated 1/14/75 is denied. Decision reserved on Cross-Motion.
1/23/75	Certified copy of order of Parente, B.J., that The Bohack Corp. recover of Metropolitan Armored Corp., the sum of \$1,662.29 etc. filed. (13)
***** 1/28/75	Copy of Schedules received and filed. (Listing of employees - 2 ledgers.) (Listing of all vendors for accounts payable) (Listing of accounts payable vouched by vendor) (14) (Statement of Affairs)
1/29/75	By Mishler, CH. J. - Memorandum of Decision and order filed. For the reasons stated the Court finds Ms. Andrews' interest insufficient to permit her to intervene as appellant. FRCP 24. The appeal of D-Con is dismissed and the motion for substitution and intervention are denied and it is SO ORDERED. (15)
2/3/75	By Parente, B.J. - Order filed that The Bohack Corp. recover of R.N.H. Management Co., Inc. the sum of \$19,353.04 and Clerk of Court is directed to docket this judgment. (16)
2/7/75	Certified copy of order of Parente, B.J., dated 1/6/75 that plaintiff recover of defendant Herbert Woods the sum of \$1,125.00, etc. (17)
2/7/75	Certified copy of Bankruptcy Judge's order dated Feb. 6, 1975 filed that the plaintiff, The Bohack Corporation, recover of the Defendant, Wordsworth Books, Inc., the sum of \$5,652.64. (18)

DATE	PROCEEDINGS
2/18/75	Certified copy of order of Parente, B.J., dated 1/6/75 that Bohack Corp. recover of defendant, John FALCONE and JOHNMART APPLIANCES the sum of \$2,248.79, etc. filed.
2/18/75	Certified copy of order of Parente, B.J., dated 1/6/75 that Bohack Corp. recover of defendant Ernest Tripp the sum of \$1,140.49, etc. filed. (19) (20)
2/26/75 +	Notice of Appeal filed. (Carolyn Andrews appeals from decision of Judge Mishler dated 1/29/75) (Notified U.S. Court of Appeals, Judge Parente, Shea, Gould, (21) Climenko & Kramer, Esqs., Blumberg, Singer, Ross, Gottesman & Gordon, Esqs., Finkel & Nadler & Goldstein, Esqs., Otterbourg, Steindler, Houston & Rosen, Esqs., and Ms. Carolyn Andrews) & 4.
3/5/75	C.C. of order of Parente, B.J., dated 1/6/75 that Bohack Corp recover of defendant JOHN FALCONE the sum of \$2248.79 etc. filed. (22)
3/13/75 *	Notice of Appeal filed from the order of Parente, B.J. dated Feb. 20, 1975 (by THE BOHACK CORP.) (23) ASSIGNED TO: MISHLER, J.
3/21/75 *	Before Mishler, J. - Argument on the appeal from the order of Bank. J. C. Albert Parente, dated Feb. 20, 1975, etc. Hearing adj. to 4/18/75 at 2:00 P.M.
3/27/75	Appellant's Brief filed. (J. Stanley Shaw, Esq.) (24)
3/31/75 +	Cert. copy of order of U.S.C.C.A. filed that the appeal from the order of U.S.D.C. for the E.D.N.Y. is dismissed (Carolyn Andrews, Appellant.) (copy sent to Parente, J.) (25) H.C.
4/21/75	* Stenographer's Minutes dated 4/18/75 re: severance pay, etc. filed. (26)
4/21/75 *	By Mishler, CH. J. - Memorandum of decision filed re: appeal from the order by Parente, B.J., dated 2/20/75 in favor of Gen. Warehousemen's Union, Local #852, etc. directing debtor to pay the sum of \$43,526.49 as an expense of administration. The order is affirmed. (27)
4/18/75	Before Mishler, Ch. J. - Case Called - Argument held on the Appeal from the Order of Bankruptcy Judge C. Albert Parente dated 2/20/75. Decision reserved.
4/28/75	(Re: Severance pay accrued in sum of \$43,526.49, etc) By Mishler, Ch. J. - Letter to Shaw & Levine, Attorneys, in reply to letter of April 22, 1975, etc. "A formal stipulation may be entered into agreeing that the decision is binding as to all the warehousemen similarly situated. I will thereupon incorporate the stipulation in a footnote to the order already made. It can then be presented to the Court of Appeals in that form". filed. (#28)

THE BOHACK CORPORATION

74-B-933

DOCKET NUMBER

DATE	PROCEEDINGS
5/21/75	Notice of Appeal filed from the order affirming an order of the Hon. C. Albert Parente, Bank.J., entered in this action by Judge Mishler on April 21, 1975. (Appeal of General Warehousemen's Union, Local #852, etc.) (copies sent to U.S.C.C.A. and Bank.J. Parente) 24 . (29)
5/21/75	Certified copy of order of Parente, B.J., dated 5/15/75 that plaintiff recover of defendant Edward Gelb \$57,978.66. (#30)
5/28/75	By Mishler, Ch.J. - (Insert to be added to original Memorandum of Decision dated April 21, 1975) By stipulation dated April 29, 1975, the parties agree that the final determination in this proceeding shall bind all members of the Union similarly situated, and in the event the Union prevails the total amount due the class from the debtor in possession is in the sum of \$607,511.60 filed. (see entry #27) (27A)
5/30/75	Notice of Appeal to District Court (by Mott's Shop-Rite of Derby, Inc.) from order of Parente, B.J. dated April 15, 1975. Previously assigned to MISHLER, CH.J. (31)
6/13/75	By Mishler, Ch. J. - Order filed extending time to file Briefs on Appeal (Mott's Shop-Rite of Derby, Inc.) is as follows:- (1) Time for the Appellant to serve and file its brief is extended to July 15, 1975 (2) Time for the Appellee to serve and file its brief is extended to July 30, 1975 (3) Time for appellant to serve and file a reply brief is extended to August 4, 1975. (32)
7/23/75	By Mishler, CH.J. - Order to show cause filed why a preliminary injunction should not be stayed and suspended during the pendency of an appeal, etc. (re: Trusk Drivers Union, Local 807) Returnable 8/1/75 at 11:00 A.M. (33)
7/24/75	By Mishler, CH.J. - Order filed that the BOHACK CORPORATION defendant-appellant be permitted to file its Notice of Appeal nunc pro tunc as of May 22, 1975. (34)
7/29/75	Original Papers on Appeal consisting of docket sheets A-E and papers 1-15 sent to Clerk, U.S.C.C.A. together with Index in triplicate.

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DATE	PROCEEDINGS
1/18/75	Certified copy of order of Parente, B.J., dated 1/6/75 that Bohack Corp. recover of defendant, John FALCONE and JOHNMART APPLIANCES the sum of \$2,248.79, etc. filed.
1/18/75	Certified copy of order of Parente, B.J., dated 1/6/75 that Bohack Corp. recover of defendant Ernest Tripp the sum of \$1,140.49, etc. filed. (19) (20)
2/6/75 +	Notice of Appeal filed. (Carolyn Andrews appeals from decision of Judge Mishler dated 1/29/75) (Notified U.S. Court of Appeals, Judge Parente, Shea, Gould, (21) Climenko & Kramer, Esqs., Blumberg, Singer, Ross, Gottesman & Gordon, Esqs., Finkel & Nadler & Goldstein, Esqs., Otterbourg, Steindler, Houston & Rosen, Esqs., and Ms. Carolyn Andrews) & 4.
5/75	C.C. of order of Parente, B.J., dated 1/6/75 that Bohack Corp recover of defendant JOHN FALCONE the sum of \$2248.79 etc. filed. (22)
1/13/75 *	Notice of Appeal filed from the order of Parente, B.J. dated Feb. 20, 1975 (by THE BOHACK CORP.) (23) ASSIGNED TO: MISHLER, J.
2/1/75 *	Before Mishler, J. - Argument on the appeal from the order of Bank. J. C. Albert Parente, dated Feb. 20, 1975, etc. Hearing adj. to 4/18/75 at 2:00 P.M.
2/27/75	Appellant's Brief filed. (J. Stanley Shaw, Esq.) (24)
3/31/75 +	Cert. copy of order of U.S.C.C.A. filed that the appeal from the order of U.S.D.C. for the E.D.N.Y. is dismissed (Carolyn Andrews, Appellant.) (copy sent to Parente, J.C. (25)
4/21/75 *	Stenographer's Minutes dated 4/18/75 re: severance pay, etc. filed. (26)
4/21/75 *	By Mishler, CH. J. - Memorandum of decision filed re: appeal from the order by Parente, B.J., dated 2/20/75 in favor of Gen. Warehousemen's Union, Local #852, etc. directing debtor to pay the sum of \$43,526.49 as an expense of administration. The order is affirmed. (27)
4/18/75	Before Mishler, Ch. J. - Case Called - Argument held on the Appeal from the Order of Bankruptcy Judge C. Albert Parente dated 2/20/75. Decision reserved.
4/28/75	(Re: Severance pay accrued in sum of \$43,526.49, etc) By Mishler, Ch. J. - Letter to Shaw & Levine, Attorneys, in reply to letter of April 22, 1975, etc. "A formal stipulation may be entered into agreeing that the decision is binding as to all the warehousemen similarly situated. I will thereupon incorporate the stipulation in a footnote to the order already made. It can then be presented to the Court of Appeals in that form". filed. (#28)

A-7

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

In the Matter

-of-

THE BOHACK CORPORATION,

Debtor.

-----X

In Proceedings for
An Arrangement
No. 74 B 933

GENERAL WAREHOUSEMEN'S UNION,
LOCAL #852, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, as
agent,

Plaintiff,

-against-

THE BOHACK CORPORATION,

Defendant-Debtor.

-----X

SUMMONS AND NOTICE
OF TRIAL

To the above-named Defendant:

You are hereby summoned and required to serve upon SIEGEL, SOMMER & SCHWARTZ and JACK LAST, plaintiff's attorneys, whose address is 225 West 34th Street, New York, New York 10001, a motion or an answer to the complaint which is herewith served upon you, on or before January 28, 1975, and to file the motion or answer with this Court not later than the second business day thereafter. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

You are hereby notified that the trial of the proceeding commenced by this complaint has been set for

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February 6 , 1975 at 90-04 161st Street, Jamaica, New
York at 9:30 o'clock in the a.m. noon.

~~C. ALBERT PARENTE~~

C. Albert Parente, Bankruptcy Judge

Date of Issuance:

January 3, 1975

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

In the Matter

-of-

THE BOHACK CORPORATION,

Debtor.

In Proceedings for
An Arrangement
No. 74 B 933

-----X

GENERAL WAREHOUSEMEN'S UNION,
LOCAL #852, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, as
agent,

COMPLAINT IN ADVERSARY
PROCEEDINGS TO DIRECT
PAYMENT OF SEVERANCE
PAY

Plaintiff,

-against-

THE BOHACK CORPORATION,

Defendant-Debtor.

-----X

Plaintiff, GENERAL WAREHOUSEMEN'S UNION, LOCAL
#852, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,
complaining of the defendant, by their attorneys, SIEGEL,
SOMMERS & SCHWARTZ and JACK LAST, alleges as follows:

AS AND FOR A FIRST
CAUSE OF ACTION

1. That the plaintiff GENERAL WAREHOUSEMEN'S
UNION, LOCAL #852, AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA are a corporation organized and existing
under the Laws of the State of New York.

2. That on or about the 30th day of July, 1974
THE BOHACK CORPORATION filed a petition for arrangement
under Section 322 of Chapter XI of the Bankruptcy Act.

3. That pursuant to the order of this Court,

THE BOHACK CORPORATION has been operating as a Debtor-In-Possession.

4. That on or about the 29th day of June, 1973 the plaintiff, as agent for itself and all of the employees at that time or who hereafter may be employed by the company entered into an agreement with the defendant effective the 16th day of June, 1973 under the terms of which the plaintiff was recognized as the Union acting for in behalf of itself and the employees who were at that time and who hereafter might become employed by the defendant.

5. That pursuant to the terms and conditions of the aforesaid agreement dated June 29, 1973 and effective June 16, 1973, it was specifically provided in Article XVII that where the employment of an employee was terminated by the employer, defendant, the defendant employer would grant a severance pay to said employee who had been employed for a period of two years or more at the rate of one week's wages for each year of employment.

6. That J. ARRIEN was employed by the defendant from the 10th day of May 1965 to and including the 13th day of December 1974 at which time the employment was terminated.

7. The said J. ARRIEN was entitled to nine (9) weeks severance pay amounting to the sum of \$2,037.60, no part of which has been paid although duly demanded.

AS AND FOR A SECOND
CAUSE OF ACTION

8. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

9. That C. O'SHEA was employed by the defendant from the 20th day of May, 1965 to and including the 13th day of December, 1974 at which time the employment was terminated.

10. The said C. O'SHEA was entitled to nine (9) weeks severance pay amounting to the sum of \$1,947.60, no part of which has been paid although duly demanded.

AS AND FOR A THIRD
CAUSE OF ACTION

11. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

12. That E. BELZ, SR. was employed by the defendant from the 11th day of July 1966 to and including the 13th day of December 1974 at which time the employment was terminated.

13. The said E. BELZ, SR. was entitled to eight (8) weeks severance pay amounting to the sum of \$1,779.20, no part of which has been paid although duly demanded.

AS AND FOR A FOURTH
CAUSE OF ACTION

14. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

15. That C. ANTONELLE was employed by the defendant from the 4th day of April 1967 to and including the 13th day of December 1974 at which time the employment was terminated.

16. The said C. ANTONELLE was entitled to seven (7) weeks severance pay amounting to the sum of \$1,556.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTH
CAUSE OF ACTION

17. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

18. That T. BIDMEAD was employed by the defendant from the 2nd day of August 1967 to and including the

13th day of December 1974 at which time the employment was terminated.

19. The said T. BIDMEAD was entitled to seven (7) weeks severance pay amounting to the sum of \$1,556.80, no part of which has been paid although duly demanded.

AS AND FOR A SIXTH
CAUSE OF ACTION

20. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

21. THAT F. CZECHOWICZ was employed by the defendant from the 24th day of February 1969 to and including the 6th day of December 1974 at which time the employment was terminated.

22. The said F. CZECHOWICZ was entitled to five (5) weeks severance pay amounting to the sum of \$1,132.00, no part of which has been paid although duly demanded.

AS AND FOR A SEVENTH
CAUSE OF ACTION

23. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

24. That R. CORMIER, JR. was employed by the defendant from the 26th day of May 1969 to and including the 6th day of December 1974 at which time the employment was terminated.

25. The said R. CORMIER, JR. was entitled to five (5) weeks severance pay amounting to the sum of \$1,062.00, no part of which has been paid although duly demanded.

AS AND FOR AN EIGHTH
CAUSE OF ACTION

26. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs

1 through 5, as if fully set forth herein.

27. That B. WEINSTEIN was employed by the defendant from the 17th day of June 1969 to and including the 6th day of December 1974 at which time the employment was terminated.

28. The said B. WEINSTEIN was entitled to five (5) weeks severance pay amounting to the sum of \$1,132.00, no part of which has been paid although duly demanded.

AS AND FOR A NINTH
CAUSE OF ACTION

29. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

30. That E. DIXON was employed by the defendant from the 23rd day of June 1969 to and including the 6th day of December 1974 at which time the employment was terminated.

31. The said E. DIXON was entitled to five (5) weeks severance pay amounting to the sum of \$1,112.00, no part of which has been paid although duly demanded.

AS AND FOR A TENTH
CAUSE OF ACTION

32. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

33. That J. PARRIS was employed by the defendant from the 19th day of January 1970 to and including the 6th day of December 1974 at which time the employment was terminated.

34. The said J. PARRIS was entitled to four (4) weeks severance pay amounting to the sum of \$905.60, no part of which has been paid although duly demanded.

AS AND FOR AN ELEVENTH
CAUSE OF ACTION

35. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

36. That A. LALOMIO was employed by the defendant from the 6th day of February 1970 to and including the 6th day of December 1974 at which time the employment was terminated.

37. The said A. LALOMIO was entitled to four (4) weeks severance pay amounting to the sum of \$905.60, no part of which has been paid although duly demanded.

AS AND FOR A TWELFTH
CAUSE OF ACTION

38. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

39. That J. HANDLER was employed by the defendant from the 15th day of February 1970 to and including the 22nd day of November 1974 at which time the employment was terminated.

40. The said J. HANDLER was entitled to four (4) weeks severance pay amounting to the sum of \$889.60, no part of which has been paid although duly demanded.

AS AND FOR A THIRTEENTH
CAUSE OF ACTION

41. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

42. That J. SHEEHAN was employed by the defendant from the 17th day of September 1970 to and including the 22nd day of November 1974 at which time the employment was terminated.

43. The said J. SHEEHAN was entitled to four (4) weeks severance pay amounting to the sum of \$865.60, no part of which has been paid although duly demanded.

AS AND FOR A FOURTEENTH
CAUSE OF ACTION

44. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

45. That L. GRIFFIN was employed by the defendant from the 8th day of July 1970 to and including the 22nd day of November 1974 at which time the employment was terminated.

46. The said L. GRIFFIN was entitled to four (4) weeks severance pay amounting to the sum of \$905.60, no part of which has been paid although duly demanded.

AS AND FOR A FIFTEENTH
CAUSE OF ACTION

47. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

48. That J. GANGI was employed by the defendant from the 21st day of September 1970 to and including the 22nd day of November 1974 at which time the employment was terminated.

49. The said J. GANGI was entitled to four (4) weeks severance pay amounting to the sum of \$865.60, no part of which has been paid although duly demanded.

AS AND FOR A SIXTEENTH
CAUSE OF ACTION

50. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

51. That T. THOMPSON was employed by the defendant from the 20th day of October 1970 to and including the

22nd day of November 1974 at which time the employment was terminated.

52. The said T. THOMPSON was entitled to four (4) weeks severance pay amounting to the sum of \$889.60, no part of which has been paid although duly demanded.

AS AND FOR A SEVENTEENTH
CAUSE OF ACTION

53. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

54. That J. FLETCHER was employed by the defendant from the 28th day of October 1970 to and including the 22nd day of November 1974 at which time the employment was terminated.

55. The said J. FLETCHER was entitled to four (4) weeks severance pay amounting to the sum of \$889.60, no part of which has been paid although duly demanded.

AS AND FOR AN EIGHTEENTH
CAUSE OF ACTION

56. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

57. That F. DELORENZO was employed by the defendant from the 4th day of November 1970 to and including the 22nd day of November 1974 at which time the employment was terminated.

58. The said F. DELORENZO was entitled to four (4) weeks severance pay amounting to the sum of \$865.60, no part of which has been paid although duly demanded.

AS AND FOR A NINETEENTH
CAUSE OF ACTION

59. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs

1 through 5, as if fully set forth herein.

60. That K. CHRISTENSEN was employed by the defendant from the 22nd day of March 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

61. The said K. CHRISTENSEN was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTIETH
CAUSE OF ACTION

62. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

63. That E. GATO was employed by the defendant from the 10th day of May 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

64. The said E. GATO was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-FIRST
CAUSE OF ACTION

65. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

66. That E. MILLER was employed by the defendant from the 12th day of May 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

67. The said E. MILLER was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

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AS AND FOR A TWENTY-SECOND
CAUSE OF ACTION

68. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

69. That J. PORTER was employed by the defendant from the 12th day of July 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

70. The said J. PORTER was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-THIRD
CAUSE OF ACTION

71. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

72. That J. GOEDEL was employed by the defendant from the 14th day of July 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

73. The said J. GOEDEL was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-FOURTH
CAUSE OF ACTION

74. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

75. That M. ZUCCARO was employed by the defendant from the 14th day of July 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

76. The said M. ZUCCARO was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-FIFTH
CAUSE OF ACTION

77. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

78. That G. WRIGHT was employed by the defendant from the 10th day of August 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

79. The said G. WRIGHT was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-SIXTH
CAUSE OF ACTION

80. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

81. That J. HENDRICKS was employed by the defendant from the 12th day of August 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

82. The said J. HENDRICKS was entitled to three (3) weeks severance pay amounting to the sum of \$649.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-SEVENTH
CAUSE OF ACTION

83. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

84. That F. JOYCE was employed by the defendant

from the 7th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

85. The said F. JOYCE was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-EIGHTH
CAUSE OF ACTION

86. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

87. That E. MENZEL was employed by the defendant from the 8th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

88. The said E. MENZEL was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A TWENTY-NINTH
CAUSE OF ACTION

89. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

90. That F. SPOERING, JR. was employed by the defendant from the 8th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

91. The said F. SPOERING, JR. was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTIETH
CAUSE OF ACTION

92. That the plaintiff repeats, reiterates and

realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

93. That R. LIMMER was employed by the defendant from the 9th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

94. The said R. LIMMER was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-FIRST
CAUSE OF ACTION

95. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

96. That J. THOMAS was employed by the defendant from the 14th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

97. The said J. THOMAS was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-SECOND
CAUSE OF ACTION

98. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

99. That J. WHITEHURST was employed by the defendant from the 14th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

100. The said J. WHITEHURST was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no

part of which has been paid although duly demanded.

AS AND FOR A THIRTY-THIRD
CAUSE OF ACTION

101. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

102. That W. SCHUMACHER was employed by the defendant from the 15th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

103. The said W. SCHUMACHER was entitled to three (3) weeks severance pay amounting to the sum of \$649.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-FOURTH
CAUSE OF ACTION

104. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

105. That M. BARRY was employed by the defendant from the 20th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

106. The said M. BARRY was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-FIFTH
CAUSE OF ACTION

107. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

108. That J. WILSON was employed by the defendant from the 21st day of September 1971 to and including

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the 22nd day of November 1974 at which time the employment was terminated.

109. The said J. WILSON was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-SIXTH
CAUSE OF ACTION

110. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

111. That H. AKLIN was employed by the defendant from the 14th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

112. The said H. AKLIN was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-SEVENTH
CAUSE OF ACTION

113. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

114. That R. HAGENBURG was employed by the defendant from the 21st day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

115. The said R. HAGENBURG was entitled to three (3) weeks severance pay amounting to the sum of \$667.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-EIGHTH
CAUSE OF ACTION

116. That the plaintiff repeats, reiterates and

realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

117. That J. HOWELL was employed by the defendant from the 29th day of September 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

118. The said J. HOWELL was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A THIRTY-NINTH
CAUSE OF ACTION

119. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

120. That J. SWENNEY was employed by the defendant from the 4th day of October 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

121. The said J. SWENNEY was entitled to three (3) weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A FORTIETH
CAUSE OF ACTION

122. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

123. That C. WELSH was employed by the defendant from the 18th day of October 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

124. The said C. WELSH was entitled to three (3)

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weeks severance pay amounting to the sum of \$679.20, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-FIRST
CAUSE OF ACTION

125. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

126. That N. CARMAN, JR. was employed by the defendant from the 18th day of October 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

127. The said N. CARMAN, JR. was entitled to three (3) weeks severance pay amounting to the sum of \$649.20, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-SECOND
CAUSE OF ACTION

128. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

129. That R. COMPITELLO was employed by the defendant from the 19th day of October 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

130. The said R. COMPITELLO was entitled to three (3) weeks severance pay amounting to the sum of \$649.20, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-THIRD
CAUSE OF ACTION

131. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs

1 through 5, as if fully set forth herein.

132. That C. SHEEHAN was employed by the defendant from the 29th day of November 1971 to and including the 22nd day of November 1974 at which time the employment was terminated.

133. The said C. SHEEHAN was entitled to two (2) weeks severance pay amounting to the sum of \$432.80, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-FOURTH
CAUSE OF ACTION

134. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

135. That J. FREESE was employed by the defendant from the 6th day of March 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

136. The said J. FREESE was entitled to two (2) weeks severance pay amounting to the sum of \$444.80, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-FIFTH
CAUSE OF ACTION

137. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

138. That E. RIZZO was employed by the defendant from the 8th day of March 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

139. The said E. RIZZO was entitled to two (2) weeks severance pay amounting to the sum of \$432.80, no

part of which has been paid although duly demanded.

AS AND FOR A FORTY-SIXTH
CAUSE OF ACTION

140. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

141. That M. GILBERG was employed by the defendant from the 20th day of March 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

142. The said M. GILBERG was entitled to two (2) weeks severance pay amounting to the sum of \$444.80, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-SEVENTH
CAUSE OF ACTION

143. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

144. That J. BALSAMO was employed by the defendant from the 5th day of April 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

145. The said J. BALSAMO was entitled to two (2) weeks severance pay amounting to the sum of \$452.80, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-EIGHTH
CAUSE OF ACTION

146. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

147. That W. CALISE, JR. was employed by the defendant from the 24th day of April 1972 to and including

the 27th day of September 1974 at which time the employment was terminated.

148. The said W. CALISE, JR. was entitled to two (2) weeks severance pay amounting to the sum of \$432.89, no part of which has been paid although duly demanded.

AS AND FOR A FORTY-NINTH
CAUSE OF ACTION

149. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

150. That G. PLOCK was employed by the defendant from the 6th day of April 1972 to and including the 8th day of November 1974 at which time the employment was terminated.

151. The said G. PLOCK was entitled to two (2) weeks severance pay amounting to the sum of \$484.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTIETH
CAUSE OF ACTION

152. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

153. That G. NICI was employed by the defendant from the 22nd day of May 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

154. The said G. NICI was entitled to two (2) weeks severance pay amounting to the sum of \$452.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTY-FIRST
CAUSE OF ACTION

155. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs

1 through 5, as if fully set forth herein.

156. That R. CULLEN was employed by the defendant from the 22nd day of May 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

157. The said R. CULLEN was entitled to two (2) weeks severance pay amounting to the sum of \$432.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTY-SECOND
CAUSE OF ACTION

158. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

159. That J. KULL was employed by the defendant from the 14th day of June 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

160. The said J. KULL was entitled to two (2) weeks severance pay amounting to the sum of \$432.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTY-THIRD
CAUSE OF ACTION

161. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

162. That G. LUCAS was employed by the defendant from the 26th day of June 1972 to and including the 27th day of September 1974 at which time the employment was terminated.

163. The said G. LUCAS was entitled to two (2) weeks severance pay amounting to the sum of \$432.80, no

part of which has been paid although duly demanded.

AS AND FOR A FIFTY-FOURTH
CAUSE OF ACTION

164. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

165. That F. MOCCIA was employed by the defendant from the 26th day of June 1972 to and including the 16th day of August 1974 at which time the employment was terminated.

166. The said F. MOCCIA was entitled to two (2) weeks severance pay amounting to the sum of \$424.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTY-FIFTH
CAUSE OF ACTION

167. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

168. That M. KRUMMENACKER was employed by the defendant from the 11th day of July 1972 to and including the 16th day of August 1974 at which time the employment was terminated.

169. The said M. KRUMMENACKER was entitled to two (2) weeks severance pay amounting to the sum of \$424.80, no part of which has been paid although duly demanded.

AS AND FOR A FIFTY-SIXTH
CAUSE OF ACTION

170. That the plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 5, as if fully set forth herein.

171. That S. WEGRZYN was employed by the defendant from the 17th day of July 1972 to and including the 16th day of August 1974 at which time the employment was terminated.

172. The said S. WEGRZYN was entitled to two (2) weeks severance pay amounting to the sum of \$452.80, no part of which has been paid although duly demanded.

WHEREFORE, plaintiff demands and prays for a judgment requiring the debtor to pay to the plaintiff as agent for the aforesaid employees the sum of \$43,526.49 and for such other and further relief as to the Court may seem just and proper, together with the costs and disbursements of this action.

SIEGEL, SOMMERS & SCHWARTZ and
JACK LAST

BY:

Attorneys for Plaintiff
225 West 34th Street
New York, New York 10001
212-736-3870

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

In the Matter

-of-

THE BOHACK CORPORATION,

* Debtor.

-----X

GENERAL WAREHOUSEMEN'S UNION,
LOCAL #852, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, as
agent,

In Proceedings for
An Arrangement
No. 74 B 933

AFFIDAVIT

Plaintiff,

-against-

THE BOHACK CORPORATION,

Defendant-Debtor.

-----X

STATE OF NEW YORK:
COUNTY OF NEW YORK: SS:

LEONARD SCHWARTZ, being duly sworn, deposes and
says:

1. That he practices under the firm name of
SIEGEL, SOMMERS & SCHWARTZ, one of the attorneys for the
plaintiff herein.
2. That he has read the foregoing complaint.
3. That the statements made therein are true to
the best of his knowledge and belief.
4. That the basis of his belief is the records
of the plaintiff and the statements made to him by the
representatives of the plaintiff Union.

LEONARD SCHWARTZ

Sworn to before me this
30th day of December, 1974.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
In the Matter

of

THE BOHACK CORPORATION,

Debtor.

In Proceedings for
an Arrangement

No. 74 B 933

-----x
GENERAL WAREHOUSEMEN'S UNION,
LOCAL # 852, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD
OF TEAMSTER, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, as agent,

Plaintiff,

-against-

THE BOHACK CORPORATION,

Defendant, Debtor.

-----x
WHEREAS, the plaintiff has instituted an action on
behalf of fifty-six (56) employees against the defendant to
recover certain sums of money arising out of severance pay as
an administration expense claim, and

WHEREAS, the defendant has submitted an order to show
cause for the consideration of this Court returnable on the
28th day of January, 1975 to permit the Debtor In Possession to
reject the unexpired collective bargaining agreement, dated June
29, 1973, and

WHEREAS, the Debtor In Possession has made an application
for an order to show cause to enjoin and restrain the plaintiff
from picketing any of the premises of the Debtor In Possession,
and

WHEREAS, the parties have entered into negotiations for a settlement of their disputes and have arrived at a mutually satisfactory agreement subject to the order of this Court.

IT IS MUTUALLY AGREED by and between the plaintiff and the defendant-debtor as follows:

1. The defendant-debtor does hereby agree to pay to the plaintiff as disbursing agent for all the employees referred to in the complaint and to all other employees of the defendant-debtor who are members of the plaintiff union and to whom severance pay is now due or may become due on their severance by the defendant-debtor the full amount of their severance pay, as defined in the agreement between the plaintiff and the defendant-debtor dated the 16th day of June, 1973, as follows:
deemed to have been vested during the Chapter XI proceedings.
Five (5) days severance pay/shall be paid within two weeks from the date of this agreement; fifteen (15%) per cent of the balance shall be paid on or before the date of the confirmation of a plan of arrangement in this proceeding and the balance shall be paid in installment payments over a period of five (5) years at the same time as payments shall become payable to the general unsecured creditors.

2. It is further understood and agreed by and between the parties hereto that in the event that the general unsecured creditors shall receive more than fifteen (15%) per cent at the time of confirmation of the plan of arrangement, that then and in that event, the payment to the plaintiff shall be increased to the same per cent being paid to the general unsecured creditors.

3. It is further understood and agreed by and between the parties hereto that in the event that the general unsecured creditors shall be paid in a period shorter than five (5) years, that then and in that event, the period of time of payment to the plaintiff shall be reduced to the same period of time as the payments to the general unsecured creditors.

4. It is further understood and agreed by and between the parties hereto that a stipulated set of facts will be prepared by the parties on the plaintiff's complaint and that the matter will be submitted to this Court for Conclusion of Law and Judgment.

5. The defendant-debtor does hereby reserve to itself the right of appeal of an adverse decision on the plaintiff's complaint. However, the parties agree that the down payment and the 15% payment due on confirmation of the plan of arrangement shall vest and become unconditionally due to the plaintiff in the event that a final appeal is not determined prior to confirmation.

6. The plaintiff does hereby agree to instruct its members to refrain from picketing any of the premises of the defendant-debtor.

7. This agreement is subject to the order of this Court.

Dated: Jamaica, New York
January 22, 1975.

SIEGEL, SOMMERS & SCHWARTZ

By

Leonard Schwartz
Attorneys for Plaintiff

SHAW AND LEVINE

By

Shaw and Levine
Attorneys for Defendant-Debtor

[Title] ORDER APPROVING AGREEMENT BETWEEN THE
BOHACK CORPORATION AND GENERAL WAREHOUSEMEN'S
UNION, LOCAL NO. 852

Upon the annexed stipulation dated the 22nd day of January, 1975 entered into by and between the BOHACK CORPORATION Debtor-In-Possession and upon the subjoined consent of the Creditors Committee and upon the informal hearing held before Bankruptcy Judge C. Albert Parente on the 22nd day of January, 1975, and it appearing that the entry of said Agreement is proper and in the best interest of the estate, it is, on motion of SEAM & LEVINE and BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON, attorneys for the debtor-in-possession

ORDERED, that THE BOHACK CORPORATION, Debtor-In-Possession, be and it hereby is authorized to enter into the Agreement with GENERAL WAREHOUSEMEN'S UNION, LOCAL NO. 352, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, as agent which is annexed hereto and made a part hereof.

Dated: Jamaica, New York
February 13, 1975.

[Sgd] C. Albert Parente
BANKRUPTCY JUDGE

APPROVED
OFFICIAL CREDITORS COMMITTEE

BY: [Sgd]
Attorney on behalf of
Otterbourg, Steindler, Houston & Rosen, P.C.
and Finkel, Nadler & Goldstein
Co-counsel to Creditors' Committee

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

In the Matter
of

In Proceedings for an
Arrangement
No. 74B933

THE BOBACK CORPORATION,

Debtor.

GENERAL WAREHOUSEMEN'S UNION,
LOCAL #852, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, as agent,

Plaintiff,

ANSWER

-against-

THE BOBACK CORPORATION,

Defendant-Debtor.

The defendant, by its attorneys, BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON, ESQS., and J. STANLEY SHAW, attorneys for Debtor-in-Possession, answer the complaint as follows:

1. Deny each and every allegation contained in paragraphs "6" through "172", except admit that the employees listed therein accrued severance pay from the commencement of their employment in the amounts so stated.

AS AND FOR AN AFFIRMATIVE DEFENSE

2. Plaintiff is entitled to judgment in the approximate amount of \$52,513.10 which represents severance pay that has

accrued since the filing of the petition on July 30, 1974, for plaintiff and others similarly situated.

3. The balance of the severance pay sued for which accrued prior to July 30, 1974, is not due plaintiff or others similarly situated inasmuch as they stand in the shoes of general unsecured creditors of the debtor and are not entitled to a preference with respect to such class of creditors.

WHEREFORE, defendant demands judgment dismissing the complaint insofar as it seeks relief over and above the \$52,613.10 and defendant further asks that the Court grant such other and further relief as to the Court may seem just and proper.

Dated: February 15, 1975
New York, N.Y.

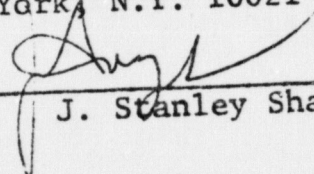
Yours, etc.

BLUMBERG, SINGER, ROSS,
GOTTESMAN & GORDON, ESQS.

and

J. STANLEY SHAW, ESQ.
Attorneys for Defendant
Office & P.O. Address
770 Lexington Avenue
New York, N.Y. 10021

By


J. Stanley Shaw

TO: SIEGEL, SOMMERS & SCHWARTZ,
and

JACK LAST
Attorneys for Plaintiff
225 West 34th Street
New York, N.Y. 10001

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
BROOKLYN, NEW YORK 11201

CHAMBERLAIN OF
JACOB MISHLER
CHIEF JUDGE

April 28, 1975

Levin
Important
2/28
W.F. Thomas
John

Shaw & Levine, Esqs.
770 Lexington Avenue
New York, New York 10021

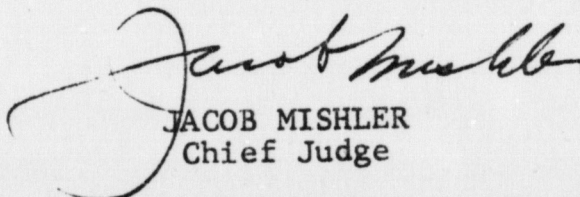
Re: The Bohack Corp., Debtor
Docket No. 74 B 933
General Warehousemen's Union - Local 852

Gentlemen:

I have your letter of April 22nd, advising me that your understanding of Judge Parente's order was that the order was binding on all the warehousemen who were severed subsequent to the filing of the petition and that the amount the Debtor should pay is the sum of \$607,511.60 in lieu of the amount of \$43,526.49. I have Mr. Schwartz' letter confirming that understanding. However, there is nothing in the record that indicates that this order involves any more than "the composite amount of \$43,526.49 as and for severance pay accrued in behalf of former warehouse employees of the Defendant."

You may, if you wish, enter into a formal stipulation agreeing that the decision is binding as to all the warehousemen similarly situated. I will thereupon incorporate the stipulation in a footnote to the order already made. It can then be presented to the Court of Appeals in that form.

Very truly yours,


JACOB MISHLER
Chief Judge

cc: Leonard Schwartz, Esq.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

In the Matter of

THE BOHACK CORPORATION,

Debtor

Bankruptcy No. 74-B-933

GENERAL WAREHOUSEMEN'S UNION,
LOCAL #852, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, as agent,

Plaintiff

THE BOHACK CORPORATION,

Plaintiff, General Warehousemen's Union

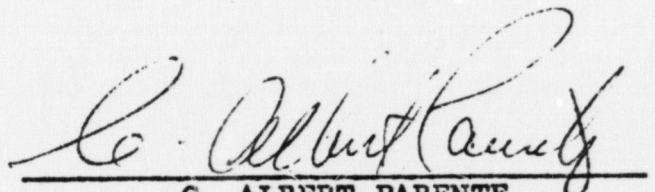
Local #852, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as agent, instituted a suit against the Defendant, The Bohack Corporation, seeking judgment in the composite amount of \$43,526.49 as and for severance pay accrued in behalf of former warehouse employees of the Defendant.

Thereafter, and on the 22nd day of January, 1975, in the course of an informal hearing on Defendant's application for a temporary injunction, the parties hereto entered into a stipulation providing for the payment of the aforesaid severance pay. The Defendant, however, reserved its right to appeal as to the propriety of the Court's declared intention to adhere to the decision rendered by the Circuit Court of Appeals

BOHACK, #74-B-933

in the matter of Straus-Du Parquet, Inc. v. Local Union #3, International Brotherhood of Electrical Workers, A.F. of L., C.I.O., 386 Fed 2d 649, wherein the Court held that severance pay constitutes an administration claim.

Constant with the foregoing, it is ORDERED, ADJUDGED and DECREED that the claim for severance pay herein is deemed an expense of administration and that the Plaintiff have judgment therefor, pursuant to the provisions of the stipulation aforesaid.


C. ALBERT PARENTE
Bankruptcy Judge

Dated: February 20, 1975
Jamaica, N.Y.

Copy to: BLUMBERG, SINGER, ROSS, GOTTESMAN & GORDON, Esqs.
Attorneys for Debtor
245 Park Avenue
New York, N.Y. 10017

SIEGEL, SOMMERS & SCHWARTZ, Esqs.
Attorneys for Plaintiff
225 West 34th Street
New York, N.Y. 10001

SHAW & LEVINE, Esqs.
Co-Attorneys for Debtor
770 Lexington Avenue
New York, N.Y. 10021

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
In the Matter of ~~Bankruptcy No.~~
74 B 933
THE BOHACK CORPORATION,

Debtor

-----X
GENERAL WAREHOUSEMEN'S UNION, LOCAL #852, STIPULATION
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, as agent,

Plaintiff-Appellee

v.

THE BOHACK CORPORATION,

Defendant-Appellant.

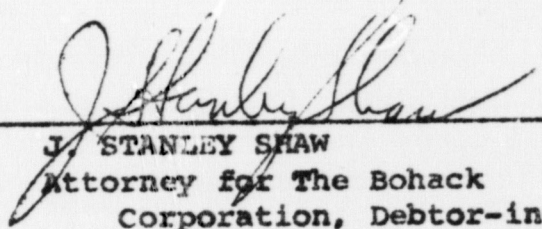
-----X
IT IS HEREBY STIPULATED by and between the attorneys
for The Bohack Corporation, Debtor-in-Possession and General
Warehousemen's Union Local #852 that the order and decision of
the Hon. C. Albert Parente, Bankruptcy Judge entered on or about
February 20, 1975, with respect to the payment of severance pay
as an administration claim shall be binding with respect to all
members of the Union situated similarly to those members of the
Union in behalf of whom an action was brought for the sum of
\$43,526.49.

IT IS FURTHER STIPULATED AND AGREED that the amount
due from the Debtor-in-Possession to those persons similarly

situated, including those in whose behalf the action was brought, is \$607,511.60.

IT IS FURTHER STIPULATED AND AGREED that any appeals from such order of Judge Parente shall be considered to cover all members of the Union similarly situated whether or not suit was brought in their behalf, and that the amount in question shall be deemed to be \$607,511.60.

Dated: New York, N. Y.
April 29, 1975



J. STANLEY SHAW
Attorney for The Bohack
Corporation, Debtor-in-
Possession

LEONARD SCHWARTZ,
Attorney for General Warehouse-
men's Union, Local #852

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

74 B 933

In the Matter

of

THE BOHACK CORPORATION,

Debtor.

----- Memorandum of Decision

GENERAL WAREHOUSEMEN'S UNION
LOCAL #852, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA, as agent,

Plaintiff-Respondent,

-against-

THE BOHACK CORPORATION,

Defendant-Appellant.

April 21, 1975

Appeal from the order made and entered by the
Honorable C. Albert Parente, Bankruptcy Judge, on
February 20, 1975, in favor of General Warehousemen's Union

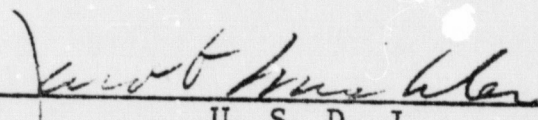
Local #852, etc., plaintiff-respondent, directing The Bohack Corporation, debtor, to pay the sum of \$43,526.49^{/*} as an expense of administration.

The order is affirmed.



U. S. D. J.

^{/*}
May 28, 1975 - By stipulation dated April 29, 1975, the parties agree that the final determination in this proceeding shall bind all members of the Union similarly situated, and in the event the Union prevails the total amount due the class from the debtor in possession is in the sum of \$607,511.60.



U. S. D. J.

Bohach - Shaw

STATE OF NEW YORK)
) SS.
COUNTY OF RICHMOND)

ROBERT BAILEY, being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at 285 Richmond Avenue, Staten Island, N.Y. 10302. That on the 8 day of Oct, 1975 deponent served the within *Appendix* upon *Sizell, Sommer + Schwartz*

attorney(s) for

Re: Sizell

in this action, at

*225 West 34th St
N.Y.C.*

the address(es) designated by said attorney(s) for that purpose by depositing 3 true copies of same enclosed in a postpaid properly addressed wrapper, in an official depository under the exclusive care and custody of the United States post office department within the State of New York.

[Signature]
.....
ROBERT BAILEY

Sworn to before me, this

8 day of Oct, 1975

[Signature]

WILLIAM BAILEY

Notary Public, State of New York

No. 43-0132945

Qualified in Richmond County

Commission Expires March 30, 1976